

STATE OF SOUTH CAROLINA

(Caption of Case)

Traffic Exchange Agreements, Paging Agreements
and Wireless Interconnection Agreements

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2010 - 29 - C

(Please type or print)

Submitted by: Margaret M. Fox

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

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March 4, 2010

Jocelyn Boyd
Interim Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Suite 100
Columbia, South Carolina 29210

Re: Traffic Exchange Agreements, Paging Agreements and
Wireless Interconnection Agreements
Docket No. 2010-29-C

Dear Ms. Boyd:

Enclosed for filing in the above-referenced docket is Amendment No. 1 to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Chester Telephone Company, Ridgeway Telephone Company and Lockhart Telephone Company, and Sprint Spectrum, L. P. This Agreement was filed with the South Carolina Public Service Commission on October 21, 2009.

Thank you for your assistance.

Sincerely,



Margaret M. Fox

MMF:rwm
Enclosure

cc: Bill Atkinson, Esquire, Sprint
Tom Harper, TruVista

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**AMENDMENT No. 1 TO THE
WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT BY AND BETWEEN CHESTER TELEPHONE COMPANY,
LOCKHART TELEPHONE COMPANY, INC. AND RIDGEWAY TELEPHONE
COMPANY INC. AND SPRINT SPECTRUM L.P.**

This Amendment No. 1 (the "Amendment") to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Chester Telephone Company ("Chester"), Lockhart Telephone Company, Inc. ("Lockhart"), and Ridgeway Telephone Company, Inc. ("Ridgeway"), collectively "The Chester Companies" with offices at 112 York Street, P.O. Box 160, Chester, SC 29706, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, LP, a Delaware limited partnership, and as agent for SprintCom, Inc., a Kansas corporation, with offices at 6200 Sprint Parkway, Building 6, Overland Park, KS 66251 ("Sprint Spectrum") that was effective October 1, 2009 (the "Interconnection Agreement") is made and entered into as of February 1, 2009 between The Chester Companies and Sprint Spectrum.

WHEREAS, The Chester Companies and Sprint Spectrum (hereinafter individually referred to as a "Party" or collectively referred to as the "Parties") desire to amend the existing Interconnection Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 4.1 of the Interconnection Agreement is amended by replacing the section, in its entirety, with the following:

4.1 Interconnection at Chester: A two-way trunk group will be provisioned between The Chester Companies' Chester Tandem Office Switch and Sprint Spectrum's switch, with the POI designated at The Chester Companies; Chester Tandem Office Switch (CHESSCXA03T). Applicable tariff charges for establishing and provisioning this trunk group are billed by The Chester Companies to Sprint Spectrum as described in § 5.3.3 below.

A. Landline-to-Wireless:

Local Exchange Service Area calls from The Chester Companies customers to Sprint Spectrum customers with NPA-NXXs associated with a The Chester Companies exchange or incumbent LECs' exchange with whom The Chester Companies has EAS shall be routed from The Chester Companies' Chester Tandem Office Switch to Sprint Spectrum *via* the direct Interconnection facility.

B. Wireless-to-Landline:

Local Telecommunications Traffic originated by Sprint Spectrum's customers within MTA No. 6, or customers of another CMRS provider that has entered into roaming arrangement with Sprint Spectrum, while roaming in MTA No. 6, to The Chester Companies' customers shall be routed from Sprint Spectrum's network

via the direct Interconnection facility to The Chester Companies' Chester Tandem Office Switch for termination by The Chester Companies to its customers, as appropriate.

2. Section 4.2 of the Interconnection Agreement is amended by replacing the section, in its entirety, with the following:

4.2 Indirect Traffic: To the extent that either Party and a third party, have arrangements for the delivery of traffic for termination to the other Party's customers, both Parties will accept this traffic subject to the Reciprocal Compensation arrangements as outlined in § 5 below.

3. A new section, § 4.3, is added to the Interconnection Agreement as follows:

4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed to a Party may be delivered to the other Party's network. In addition, traffic that is originated by a customer or roamer of a Party on that Party's network that is routed to the other Party may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, South Carolina state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, South Carolina state courts or federal courts. The Party performing such transiting function will bill, as specified in § 5.5 below, the originating carrier (other Party or a Non-Party Carrier) the transiting charge. In order for the other Party or a Non-Party Carrier to bill the originating carrier (a Non-Party or other Party) for charges it is obligated to pay, the Party performing the transiting function will provide, subject to availability, total minutes of transiting traffic terminating to the terminating carrier (Non-Party Carrier or the other Party). Sprint shall not perform a transiting function on behalf of a Non-Party Carrier for traffic originated by a Non-Party Carrier that is delivered to The Chester Companies.

4. A new Section 5.3 is inserted into to the Interconnection Agreement as follows with subsequent sections and section references within said sections renumbered accordingly:

5.3 Traffic Subject to Transit Compensation.

As described in § 4.3, Transit Compensation is applicable to Transit Traffic that originates on one Party's network, traverses the other Party's network, and is terminated on a non-affiliated Non-Party Carrier's network.

The rate for Transit Compensation shall be as listed in **Appendix A, § 4.0.**

5. Appendix A of the Interconnection Agreement is amended by inserting a new section, § 4.0, as follows:

4.0 Transit Compensation

\$0.005 per minute

6. Section 3.0 of Appendix A of the Interconnection Agreement is amended by replacing the section, in its entirety, with the following:

Shared Facilities Factor

- a) Wireless-to-Landline - 70%
- b) Landline-to-Wireless - 30%

7. Except as expressly provided herein, all other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Chester Telephone Company
Lockhart Telephone Company, Inc.
Ridgeway Telephone Company, Inc.**

By: _____

Name: J. Brian Singleton

Title: President & CEO

Date: 2/23/10

Sprint Spectrum L.P.

By: _____

Name: Paul Schieber

Title: V.P. Access and Roaming Planning

Date: 1/31/10